

FORTY-SECOND SESSION

SINGAPORE

25 – 29 JANUARY 2010

AGENDA ITEM 8

Original: ENGLISH

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE WORLD METEOROLOGICAL ORGANIZATION (WMO)**

**And**

**THE ESCAP/WMO TYPHOON COMMITTEE SECRETARIAT (TCS)**

*(Item 8 of Provisional Agenda- Programme for 2010 and beyond)*

*Submitted by Typhoon Committee Secretariat in  
cooperation with WMO Secretariat*

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**Summary and Purpose of Document:**

**Proposal to establish a Memorandum of Understanding (MoU) between World Meteorological Organization and Typhoon Committee Secretariat referring to Typhoon Committee Trust Fund Arrangement**

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**Action Proposed**

The Committee is invited to:

- (a) Analyze and discuss the contents of the MoU proposal;
- (b) Approve the contents of the document, after introducing the amendments as deemed necessary.

## **1. Introduction**

### **1.1 Establishment of the Fund and its purpose**

The ESCAP/WMO Typhoon Committee Trust Fund (TCTF) was established to provide support to the Typhoon Committee to facilitate the implementation of its programme and assist in the provision of institutional support to the Typhoon Committee's programme or other support to its activities or activities of its Members related to its objectives.

The World Meteorological Organization is responsible for the management of funds for the ESCAP/WMO Typhoon Committee Trust Fund, while the ESCAP/WMO Typhoon Committee Secretariat is responsible to discharge of the Fund.

### **1.2 Recent practice on the transfer of the funds**

It has been recent practice the transfer of partial sums by WMO to TCS account in Macao, corresponding to the various activities previously authorized by TC, which has implied several bank transfers during the year for different purposes such as participation in meetings, organization of workshops, training courses, seminars, technical forums, etc. These transfers have been being recently done through the establishment of *Letters of Agreement* between WMO and TCS.

The practice has also shown that this previous arrangement has not permitted the necessary flexibility the manage the fund in an efficient way.

Because of these difficulties the TCS, under supervision of AWG, has established contacts with the WMO with the aim of drawing up a MoU to allow a more flexible application of the TCTF funds approved annually by the TC.

## **2. Action proposed**

**The Committee is invited to:**

- (a) Analyze and discuss the document as per Appendix I;
- (b) Approve the contents of the document, after introducing the amendments as deemed necessary.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD  
METEOROLOGICAL ORGANIZATION (WMO) AND THE ESCAP/WMO  
TYPHOON COMMITTEE SECRETARIAT REGARDING TYPHOON COMMITTEE  
TRUST FUND (TCTF) BUDGET ARRANGEMENT**

WHEREAS the World Meteorological Organization, (hereafter referred to as WMO) is responsible for the management of funds for the ESCAP/WMO Typhoon Committee Trust Fund (hereafter referred to as Fund);

WHEREAS the ESCAP/WMO Typhoon Committee Secretariat (hereafter referred to as TCS) is responsible to discharge of the Fund;

WHEREAS pursuant to such establishment, the Secretary-General of the World Meteorological Organization (WMO) and Secretary of the ESCAP/WMO Typhoon Committee (hereafter referred to as Committee) hereby agree as follows:

This Memorandum of Understanding (hereafter referred to as the MoU) is concluded between:

The World Meteorological Organization (WMO), 7 bis Avenue de la Paix  
Case Postale No. 2300, CH-1211 Geneva 2, Switzerland

and

The ESCAP/WMO Typhoon Committee Secretariat (TCS)  
Avenida de 5 de Outubro, Coloane - Macao, China

**1. Purpose**

Under the terms of this MoU, it is hereby arranged with the aim of executing the Fund in an effective manner.

1.1 The TCS shall submit a request to WMO transfer of funds according to the annual budget plan of the Committee with detailed work plans for each of the activities in conformity with the form shown in the Annex I (Work plans of the activities to be carried out by the ESCAP/WMO Typhoon Committee under the support of the Committee's Trust Fund), for approval by WMO.

1.2 Upon receipt of complete and satisfactory accounting of the transfer made at the beginning of the previous year, WMO shall make available to the TCS the funds required for implementation of the activities specified in the request.

1.3 The TCS shall be responsible for carrying out those activities in accordance with the Committee's annual budget plan.

## **2. General conditions**

2.1 Funds provided by WMO under this MoU **shall** be used by the TCS exclusively in support of the activities in accordance with the annual budget plan of the Committee and the financial rules and regulations of WMO.

2.2 WMO or the TCS **will** have the right to amend the approved allocation of funds in the initial work plan by written notice to this effect within the annual budgetary period that corresponds to the calendar year for the following reasons:

- (a) For unforeseen causes beyond the control of WMO or the TCS;
- (b) In the event of a default or delay on the part of the TCS or WMO.

2.3 In the event of the TCS's non-compliance or partial compliance with the approved funds, it will refund to WMO any payment already received in respect of activities that have not been performed by the TCS.

2.4 WMO will not be held responsible for any accident, illness, loss or damage, which may occur during the organization of the event. Any personnel assigned by the TCS within the framework of the implementation of the activities shall not be considered as staff members of WMO and shall not be entitled to any privilege, immunity, compensation or reimbursement by WMO. The TCS shall make its own necessary arrangements for medical and service incurred insurance as well as third party liability insurance coverage.

2.5 In the event of termination by WMO for unforeseen causes beyond its control, WMO shall complete all payments, which may be due up to the effective date of termination.

## **3. Reporting**

3.1 The TCS shall submit to WMO a detailed statement of expenditure incurred in undertaking the activities in paragraph 1.2 above, under the format as per the Annex II (Statement of Income and Expenditure) to this MoU and certified to its correctness by the Head of Financial Services of the TCS, with originals or validated copies of supporting documents, within three months of the conclusion of the events for which the support is given.

3.2 Should the actual expenditure incurred be less than the amount provided by WMO, the TCS shall reimburse the unspent funds to WMO, within three months of the conclusion of the event, to the following account:

Name of account holder:	World Meteorological Organization
Bank account number:	240-C0191516.1
Name of bank:	UBS SA
Address of bank:	Case Postale 2770 1211 Geneva 2, Switzerland

- Bank Swift code: UBSWCHZH80A  
IBAN: IBAN CH29 0024 0240 C019 1516 1
- 3.3 All matters regarding this MoU shall be addressed to:
- At WMO
- Dr Geoffrey B. Love  
Director  
Weather and Disaster Risk Reduction Services  
Department  
World Meteorological Organization (WMO)  
7 bis Avenue de la Paix  
Case Postale No. 2300  
CH-1211 Geneva 2, Switzerland  
Telephone: +41-22-730 8264  
Fax: +41-22-730 8021  
E-mail: glove@wmo.int
- At TCS:
- Mr. Olavo Rasquinho  
Secretary of the Typhoon Committee  
Typhoon Committee Secretariat  
Avenida de 5 de Outubro, Coloane  
Macao, China  
Telephone: (+853) 88010531  
Fax : (+853) 88010530  
E-mail: olavo@typhooncommittee.org

#### **4. Terms of Payment**

- 4.1 The sum of the approved funds stipulated in paragraph 1.1 above represents the maximum amount to be paid by WMO for all the services and activities to be provided by the TCS within the framework of the approved funds.
- 4.2 Upon approval of the funds by WMO, the respective payment shall be made in the currency of the funds and by bank transfer to the following account:

Name of account holder:	Typhoon Committee Secretariat/TCTF
Bank account number:	9006000927
Name of bank:	Banco Nacional Ultramarino S. A.
Address of bank:	Avenida Almeida Ribeiro, No 22/ P.O. Box 465 – Macao, China
Bank (Swift) code:	BNULMOMX

#### **5. Settlement of Disputes**

- 5.1 Any dispute between WMO and the TCS arising out of the interpretation or execution of this MoU shall be settled by mutual agreement. If WMO and the TCS are unable to reach agreement or any question in dispute or on a mode of settlement other than arbitration, either

party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. WMO and the TCS agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

## **6. Amendments**

6.1 Any amendment to this MoU shall be effected only on the basis of written mutual consent by the Parties.

## **7. Effective date**

7.1 The present MoU will **take effect** upon signature by both Parties.

7.2 In Witness whereof the undersigned have signed this MoU in duplicate and return one to WMO.

For the World Meteorological Organization	For the ESCAP/WMO Typhoon Committee Secretariat
<b>Mr Michel Jarraud</b>  <i>Secretary-General</i> World Meteorological Organization	<b>Mr Olavo Rasquinho</b>  <i>Secretary of Typhoon Committee</i> ESCAP/WMO Typhoon Committee Secretariat
Date:	Date:

**Work plans of the activities to be carried out by the ESCAP/WMO Typhoon Committee  
under the support of the Committee's Trust Fund**

No.	Activity	Itemized costs		Total costs
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				

ANNEX I

## STATEMENT OF INCOME AND EXPENDITURE

**ESCAP/WMO Typhoon Committee Secretariat**  
Avenida de 5 de Outubro, Coloane - Macao, China

Name and date of the Activity

## STATEMENT OF INCOME AND EXPENDITURE

Covering Financial Support of **USD xxxx** received from the World Meteorological Organization

			Ref (Supporting document) No.: a/		USD
1	Income received from WMO				
2	Expenditure:				
	(a) Travel costs for ..... participants @ ..... per day for ..... days				
	(b) Per diem costs for ..... participants @ .... per day for ..... days				
	(c) ETC. <i>(please give a detailed breakdown of the expenditures)</i>				
	Total expenditure				
3	Net income/(expenditure) <span style="float: right;">b/</span>				
	a/ Each supporting document to be numbered accordingly				
	b/ Unused funds, if any, to be returned to WMO by bank transfer; copy of advice from remitting bank to be attached to this report. WMO bank details are in Memorandum of Understanding				
Certified correct:					